

CITY SECRETARY  
CONTRACT NO. \_\_\_\_\_

THE STATE OF CALIFORNIA  
COUNTY OF SANTA CLARA

INTERLOCAL AGREEMENT

AGREEMENT BETWEEN CITIES AND THE COUNTY OF SANTA CLARA  
2005 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 10th day of March, 2005, by and between The COUNTY of SANTA CLARA, acting by and through its governing body, the Board of Supervisors, hereinafter referred to as COUNTY, and the CITIES of CAMPBELL, GILROY, MILPITAS, MOUNTAIN VIEW, PALO ALTO, SAN JOSE, SANTA CLARA, and SUNNYVALE, each acting by and through their respective governing body, the City Council, hereinafter referred to as CITIES, all of Santa Clara County, State of California, witnesseth:

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party;

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

**WHEREAS**, the CITIES and COUNTY believe it to be in their best interests to reallocate the JAG funds.

**NOW THEREFORE**, the COUNTY and CITIES agree as follows:

Section 1.

CITIES and COUNTY agree to apportion the total JAG award, in the amount of \$750,048, in the following amounts:

City of Campbell	\$9,689
City of Gilroy	\$23,628
City of Milpitas	\$17,153
City of Mountain View	\$28,176
City of Palo Alto	\$6,589
City of San Jose	\$381,780
City of Santa Clara	\$20,662
County of Santa Clara	\$173,258
City of Sunnyvale	\$14,113
Administrative Costs to Fiscal Agent	\$75,000

## Section 2.

The parties agree that County shall act as Fiscal Agent for all parties and shall be entitled to receive \$75,000 for services provided as Fiscal Agent.

## Section 3.

The parties agree to develop individualized spending plans as to each party's respective grant allocation. JAG funds must be used to supplement existing funds for program activities and cannot replace, or supplant, *nonfederal funds that have been appropriated for the same purpose.*

## Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the California Tort Claims Act. (Cal. Gov. Code, § 900 et seq.)

## Section 5.

Nothing in the performance of this Agreement shall impose any liability for claims against CITIES other than claims for which liability may be imposed by the California Tort Claims Act. (Cal. Gov. Code, § 900 et seq.)

## Section 6.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party. In lieu of and notwithstanding the *pro rata* risk allocation which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a party shall not be shared *pro rata* but instead the COUNTY and CITIES agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

Section 7.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 8.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

COUNTY OF SANTA CLARA

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Peter Kutras, Jr, County Executive

APPROVED AS TO FORM:

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Susan Swain, Deputy County Counsel

CITIES:

CITY OF CAMPBELL,

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Jane Kennedy, City Mayor

CITY OF GILROY,

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City Manager,

CITY OF MILPITAS,

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City Manager

CITY OF MOUNTAIN VIEW,

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City Manager

CITY OF PALO ALTO,

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City Manager

CITY OF SAN JOSE,

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City Manager

CITY OF SANTA CLARA,

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City Manager

CITY OF SUNNYVALE,

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City Manager

**County of Santa Clara**  
**Office of the County Executive**  
Children and Family Services, Public Safety & Justice




PSJC-CE01 031005

Prepared by: Quyen Nguyen  
Program Manager II

DATE: March 10, 2005

TO: Supervisor Blanca Alvarado, Chairperson  
Supervisor Liz Kniss, Vice-Chairperson  
Public Safety & Justice Committee

FROM:   
Sandra Y. Nathan  
Deputy County Executive

SUBJECT: Edward Byrne Memorial Justice Assistance Grant (JAG) Program- FY 2005 Grant Application

**RECOMMENDED ACTION**

Consider recommendations relating to the Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Possible action:

- a. Accept report from Administration regarding the County of Santa Clara's grant application to the Bureau of Justice Assistance for the FY 2005 Justice Assistance Grant Program.

b. Direct Administration to complete the Memorandum of Understanding with the listed cities for agreement on sharing funds and implementation of the JAG program.

c. Direct Administration to submit a joint application to the Bureau of Justice Assistance Program for the FY 2005 JAG Program and serve as the fiscal agent of the JAG Program for all listed cities.

## **FISCAL IMPLICATIONS**

According to the FY 2005 Allocations and Disparate information, the County and eight (8) cities are eligible to apply for a joint application for an aggregated amount totaling \$750,048 in federal money. Local match is not required with the JAG Program.

Upon approval from all nine governing boards, the County is eligible to receive \$173,258 in JAG Program expenditures. Additionally, as the applicant and fiscal agent for this grant, the County is also eligible to receive \$75,000 in administrative expenditures to manage the grant, including submitting quarterly financial reports and semi-annual progress reports for eight (8) cities and any County departments involved in local County JAG program.

## **REASONS FOR RECOMMENDATION**

This report serves to satisfy the grant requirement that the application must be made public and an opportunity provided for citizens to comment before the application is submitted to the Bureau of Justice Assistance.

To qualify for this award, the County Executive of a unit of local government must submit an application by March 31, 2005. While only one unit of local government applies for and receives the award from the Bureau of Justice Assistance (BJA), all of the cities and the County that are listed together must agree upon how the funding is to be distributed among the units of local government. Therefore, if one agency doesn't collaborate then all nine listed jurisdictions lose the money. An agency may also choose to turn down the award to benefit other jurisdictions.

In addition to the County, the eight listed jurisdictions are: Campbell City, Gilroy City, Milpitas City, Mountain View City, Palo Alto City, San Jose City, Santa Clara City, and Sunnyvale City. Soon after the announcement of the grant availability on February 8, 2005, representatives from all nine jurisdictions have worked collaboratively and agreed that a joint application may be submitted with the following components.

The County of Santa Clara, as the applicant and fiscal agent, will submit the joint application to the Bureau of Justice Assistance for the aggregated amount of \$750,048, specifying the amount of the funds that are to be distributed to each agency. The joint application will also indicate that each agency, at a later time, will formulate a separate spending plan according to the individual jurisdiction's needs and priority. The Public Safety and Justice Committee will review this aggregated spending plan prior to its submission to BJA again.

Traditionally, allocation to each jurisdiction was made based on a number of specific violent crimes reported to the FBI, and disparity was found among jurisdictions if funding level of a city exceeds the funding of a county by 200%. For FY 2005, in the absence of individual allocations, representatives from all nine jurisdictions proposed to calculate each agency's distribution by applying the FY 2004 allocation and disparate information against the total aggregate of \$750,048 in FY 2005. This methodology ensures consistent distribution as compared to the year prior.

Additionally, \$75,000 has been set aside for the County of Santa Clara for administrative expenditures. Under JAG program guidelines, a unit of local government receiving a JAG award will be responsible for the administration of the funds including distributing the funds; monitoring the award; submitting reports including performance measure and program assessment data; and providing ongoing assistance to any sub-recipients of the funds.

Edward Byrne Memorial Justice Assistance Grant (FY 2005)

Jurisdiction	Proposed Distribution
Campbell City	\$9,689
Gilroy City	\$23,628
Milpitas City	\$17,153
Mountain View City	\$28,176
Palo Alto City	\$6,589
San Jose City	\$381,780
Santa Clara City	\$20,662
Santa Clara County	\$173,258
Sunnyvale City	\$14,113
Administrative Costs (to Santa Clara County)	\$75,000
<b>TOTAL</b>	<b>\$750,048</b>

The grant's application also requires a Memorandum of Understanding (MOU) from all nine jurisdictions' governing bodies indicating, at the minimum, the approval of the Santa Clara County as the applicant/fiscal agent for the grant. All eight cities representatives are committed to facilitate this process in order to satisfy this requirement.

Upon completion of the application, the Administration is planning to host frequent meetings with all cities' representative for program implementation details and a spending plan discussion through the Criminal Justice System Substance Abuse Task Force and/or the Public Safety and Justice Committee for the local County JAG activities. Similarly, each city will individually undergo separate process within each agency using its own planning criteria. JAG funds must be used to supplement existing funds for program activities and cannot replace, or supplant, nonfederal funds

that have been appropriated for the same purpose.

## **BACKGROUND**

JAG replaces the Byrne Formula and Local Law Enforcement Block Grant (LLEBG) programs with a single funding mechanism that is intended to simplify the administration process for grantees. This newly established Federal program is funded at \$92 million less as compared to this current year.

The Byrne Formula was previously distributed to the State, not local jurisdictions; however, local practitioners may seek funding for innovative projects through subgrants. Currently, JAG funds provided for the states could be used for statewide initiatives, technical assistance and training, and support for local and rural jurisdictions. The states are required to pass through a certain percentage of the funds to units of local government. For example, the State of California is required to pass through 67.34% of its \$36,125,542 allocation to units of local jurisdictions. The California's Office of Emergency Services (OES) was designated the State Administrative Agency (SAA) to administer the Byrne fund.

The LLEBG Programs was previously distributed directly to each local jurisdiction; however, agreements on sharing funds must be reached among local jurisdictions if disparity exists. In the past, all cities agreed to share 22.5% of their allocations with the County. Last year, the County received \$144,215 from both direct and shared funds and the total aggregated amount for the seven cities and County was \$551,408.

The designated applicant must also submit a Memorandum of Understanding (MOU), signed by all the units of government listed, indicating who will apply for and serve as the as the applicant/fiscal agent for the joint funds; when and how the funding will be distributed to all the units of local government; and how much funding will be used for administrative costs to manage the award, including submitting quarterly financial reports and semi-annual progress reports.

To carry out the joint application process, the involved units of local government may establish an optional joint advisory board; and must make the grant application available for review to the governing body of the unit of local government not fewer than 30 days before the application is submitted to BJA. However, the requirement to present the application for a local review can simply be met through e-mail or paper notification to this governing body instead.

### **Purpose Areas**

Any law enforcement or justice initiative previously eligible for funding under Byrne or LLEBG is eligible for JAG funding. JAG funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice for any one or more of the following purpose areas:

- Law enforcement programs
- Prosecution and court programs
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Prevention and education programs

- Corrections and community corrections programs
- Drug treatment programs
- Planning, evaluation, and technology improvement programs

### **CONSEQUENCES OF NEGATIVE ACTION**

Upon a negative action, the application will be not be accepted by the Bureau of Justice Assistance and; thus, all eight cities and the County will not be eligible to draw down the award.

### **STEPS FOLLOWING APPROVAL**

The Administration completes the MOU, subject to review and approval by County Counsel, in collaboration with the eight listed cities' representatives, and submits this joint application to the Bureau of Justice Assistance by March 31, 2005.

### **ATTACHMENTS**

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- JAG Program– Sample MOU
- JAG– FY 2005 Local Solicitation